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6 Attorneys for Defendants AEROFLEX INCORPORATED,
 AEROFLEX COLORADO SPRINGS, INC., AMI
 7 SEMICONDUCTOR, INC., MATROX ELECTRONIC
 SYSTEMS, LTD., MATROX GRAPHICS INC., MATROX
 8 INTERNATIONAL COPR. and MATROX TECH, INC.

9 UNITED STATES DISTRICT COURT
 10 NORTHERN DISTRICT OF CALIFORNIA
 11 SAN FRANCISCO DIVISION

12 RICOH COMPANY, LTD.,

13 Plaintiffs,

14 v.

15 AEROFLEX INCORPORATED, AEROFLEX
 COLORADO SPRINGS, INC., AMI
 16 SEMICONDUCTOR, INC., MATROX
 ELECTRONIC SYSTEMS, LTD., MATROX
 17 GRAPHICS, INC., MATROX
 INTERNATIONAL CORP., and MATROX
 18 TECH, INC.,

19 Defendants.

) Case No. CV 03-04669 MJJ (EMC)

) **STIPULATION AND [PROPOSED] ORDER**
) **DISMISSING CERTAIN CLAIMS**

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 23 WHEREAS Plaintiff and counter-defendant Ricoh Company Ltd. ("Ricoh"), defendants and
 24 declaratory judgment plaintiffs Aeroflex, Inc., Aeroflex Colorado Springs, Inc., AMI Semiconductor
 25 Inc., Matrox Electronic Systems, Ltd., Matrox Graphics Inc., Matrox International Corp., and Matrox
 26 Tech, Inc. in Case No. C-03-4669-MJJ (collectively "Defendants") (collectively referred to herein as
 27 "the Parties"), through their respective counsel, STIPULATE AND AGREE as follows:
 28

1 1. Ricoh will not sue any of the named Defendants for infringement of any claim of
2 United States Patent No. 5,197,016 (the '016 patent) or of any of claims 1-12 and 18-20 of United
3 States Patent No. 4,922,432 (the '432 patent) solely as a result of the operation or use of prior or
4 current (e.g., v.2003.12) versions of Synopsys' Design Compiler software, HDL Compiler for Verilog
5 software, VHDL Compiler software and DesignWare Foundation libraries, either alone or in
6 combination (hereinafter "Synopsys Design Compiler Products"). Additionally, Ricoh shall release
7 the Defendants for actions arising solely as a result of the operation or use of prior or current (e.g.,
8 v.2003.12) versions of the Synopsys Design Compiler Products with regard to claims 1-12 and 18-20
9 of the '432 patent and all claims of the '016 patent. This shall not preclude Ricoh from either suing in
10 the future or pursuing its current lawsuit against the named Defendants based on any operation or use
11 of these Synopsys' Design Compiler Products in conjunction with software other than the Synopsys
12 Design Compiler Products that are utilized by the named Defendants, whether provided by a third
13 party or Synopsys or developed internally by the named Defendants, that occurs after the date of this
14 Stipulation, which other software is used to carry out or enable the carrying out of any of the functions
15 or activities covered by any of the claims of the '016 patent or the claims of the '432 patent identified
16 in this paragraph. Except with respect to enforcement of the releases and covenants not to sue granted
17 herein, nothing herein shall have any bearing upon or be used in any manner by the Court, any Party or
18 any third party, as any evidence or otherwise, in connection with any administrative or judicial
19 proceeding, including but not limited to any assertion by Ricoh of claims 13-17 of the '432 patent or of
20 any assertion by Ricoh with respect to any future version of any Synopsys software.

21 2. Defendants hereby grant a full and perpetual release to Ricoh for any and all cause(s) of
22 action relating to or based upon any communication with them that occurred prior to the date of this
23 Stipulation and relates to claims 1-12 and 18-20 of the '432 patent.

24 3. Defendants shall within one week of the execution of this Agreement dismiss with
25 prejudice the portion of their counterclaims in *Ricoh v. Aeroflex et al.*, Case No. C-03-4669-MJJ,
26 relating to claims 1-12 and 18-20 of the '432 patent. The portions of the counterclaim Counts relating
27 to claims 13-17 of the '432 patent shall remain in that action. Except to the extent it is inconsistent
28 with Paragraph 4 herein, this dismissal shall be with prejudice with respect to the present action, and

1 shall preclude any other action by the Defendants against Ricoh regarding the '016 patent or claims 1-
2 12 and 18-20 of the '432 patent that accrued prior to the date of this Stipulation. The Parties further
3 agree that, notwithstanding this paragraph 3, if in the future Ricoh threatens or asserts any claim
4 against the Defendants based upon the '016 patent or claims 1-12 and 18-20 of the '432 patent,
5 whether in the above-captioned action or a separate lawsuit, the Defendants shall have the right to
6 initiate a declaratory judgment action on those claims against Ricoh.

7 4. Nothing in this Stipulation shall be interpreted as any admission by any Party relating to
8 matters of validity or invalidity of any patent, or as an admission by any Party of its direct or
9 contributory or inducement of infringement or lack of infringement of any patent, or as an admission
10 by any Party of any issue relating to the above captioned action and/or the '016 or '432 patents.
11 Except with regard to the covenants not to sue and the releases granted herein, it is understood that no
12 Party is waiving or has waived any claim or affirmative defense that any patents are valid, invalid,
13 enforceable, unenforceable, infringed or not infringed, or any other claim or defense, including any
14 such claim or affirmative defense based upon the factual allegations presently made in the above
15 captioned action, or subsequently made pursuant to Paragraph 1 herein, all of which all Parties
16 expressly reserve.

17 5. The Parties are prohibited from mentioning or referring to the existence of or any
18 portion of this Stipulation or the dismissal pursuant to paragraph 3 in the present action or in Synopsys
19 v. Ricoh, Case No. C-03-2289-MJJ, including but not limited to mentioning or referring to the
20 existence of or any portion of this stipulation or the dismissal pursuant to paragraph 3 during any trial
21 in the present action or in Synopsys v. Ricoh, Case No. C-03-2289-MJJ. No press release shall be
22 made regarding any portion of this Agreement.

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1 Dated: _____, 2004

2 Defendants

Ricoh Company, Ltd.

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4
5 By: /s/ Erik K. Moller

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Attorneys for Ricoh Company, Ltd.

ORDER

IT IS SO ORDERED.

Dated: _____, 2004

Hon. Martin J. Jenkins
United States District Judge